

Recording Requested By:

Mr. Jeff J. Westbrook
Carson Redevelopment Agency
City of Carson
1 Civic Plaza Dr., Ste. 500
Carson, CA 90745



When Recorded, Mail To:

Mr. Samuel Unger, Interim Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, California 90013

RECEIVED
2010 OCT 4 PM 1 44
CALIFORNIA REGIONAL WATER
QUALITY CONTROL BOARD
LOS ANGELES REGION

**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY**

UNDEVELOPED PROPERTY
21208 SHEARER AVENUE, CARSON, CALIFORNIA
[APN: 7334-003-903, 904, 905]
LARWQCB SLIC CASE 0496F5

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the 16th day of Aug., 2010 by the Carson Redevelopment Agency ("Covenantor") who is the Owner of record of that certain property situated at 21208 Shearer Avenue, in the City of Carson, County of Los Angeles, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, Los Angeles Region ("Board"), with reference to the following facts:

A. Nature of Covenant. This Covenant is an environmental covenant provided for by Civil Code section 1471 and required by the Board pursuant to Water Code section [13304 or 13307.1] because the Burdened Property is contaminated by hazardous materials as defined in section 25260 of the Health and Safety Code.

B. Contamination of the Burdened Property. The soil and soil vapor at the Burdened Property is contaminated from unknown sources likely to be from illegal dumping by unknown parties. The known contamination originally consisted of petroleum hydrocarbon chemicals including heavy petroleum hydrocarbon compounds, benzene in limited areas of the property, toluene, ethylbenzene and xylene which constitute hazardous materials. By means of excavation and removal of impacted soil, the known contamination has been reduced to levels that do not cause significant health concern.

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C. Exposure Pathways. The contaminants addressed in this Covenant are present in the soil at 13 feet below ground surface posing a potential threat to groundwater at the Burdened Property. Mitigation of the Burdened Property consisted of the removal of the top 13 feet of soil in the impacted areas and backfilling said areas with soil, as depicted in Exhibit B attached hereto. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could have taken place via dust/vapor inhalation, dermal contact, soil ingestion and vapor intrusion. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Land Uses and Population Potentially Affected. The Burdened Property is used for open space passive park and is adjacent to Residential land uses.

E. Disclosure and Sampling. Disclosure of the presence of hazardous materials on the Burdened Property has been made to the Board and sampling of the Burdened Property has been conducted.

F. Use of Burdened Property. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that might result from any hazardous materials that might remain deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors, assigns, and lessees thereof for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions: (a) are imposed upon the entire Burdened Property, unless expressly stated as applicable to a specific portion of the Burdened Property; (b) run with the land pursuant to section 1471 of the Civil Code; and (c) are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, and possessors of all or any portion of the Burdened Property shall become Owners or Occupants as defined herein and shall be deemed by their purchase, leasing, or possession of the Burdened Property to be bound by the Restrictions and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions herein established must be adhered to for the benefit of the Board and all Owners and Occupants, and that the interest of all Owners and Occupants of the Burdened Property shall be subject to the Restrictions.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions shall be incorporated in and attached to each and all deeds and leases of all or any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board, Los Angeles Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, structures, roads, driveways, gradings, re-gradings, and paved areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupant or Occupants. "Occupant" or "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and Covenantor's successors in interest who hold title to all or any portion of the Burdened Property.

ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to open space passive park
- b. No residence for human habitation shall be permitted on the Burdened Property;
- b. No hospitals shall be permitted on the Burdened Property;
- d. No public or private schools for persons shall be permitted on the Burdened Property;
- e. No structures for care or community centers for children or senior citizens, or other uses within enclosed structures that would involve the regular congregation of children or senior citizens, shall be authorized on the Burdened Property, restrooms and storage areas are exempt;

f. No Owner or Occupant shall conduct or permit any excavation work of more than 13 feet below ground surface on the Burdened Property, unless expressly permitted in writing by the Board. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by the Owner, Owner's agent, Occupant or Occupant's agent in accordance with all applicable provisions of local, state and federal law;

g. Any excavation conducted on the Burdened Property shall be performed pursuant to an appropriate and fully implemented Health and Safety Plan;

h. All uses and development of the Burdened Property shall be consistent with any applicable Board Order or Risk Management Plan, each of which is hereby incorporated herein by reference, and including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board;

i. No Owner or Occupant shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board; nor shall the Owner or Occupant permit or engage any third party to do such acts;

j. The Owner and Occupant shall notify the Board of each of the following: (1) the type, cause, location and date of any disturbance, of more than 13 feet below ground surface, to any cap, any remedial measures taken or remedial equipment installed, and of any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notifications to the Board shall be made by registered mail within ten (10) working days of both the date of discovery of such disturbance and the date of completion of repairs;

k. The Covenantor agrees that the Board, and any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring as provided in Division 7 of the Water Code; and

l. No Owner or Occupant shall act in any manner that threatens or is likely to aggravate or contribute to the existing contaminated conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions set forth in Paragraph 3.1 shall be grounds for the Board, by the authority of this Covenant, to require that the Owner or Occupant modify or remove, or cause to be modified or removed, any Improvements constructed in violation of that Paragraph. Violation of this Covenant shall also be grounds for the Board to file civil actions against the Owner or Occupant as provided by law.

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3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to all or any portion of the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the groundwater under the property, and is subject to a Covenant and Environmental Restriction dated as of _____, 2010, and recorded on _____, 2010, in the Official Records of _____ County, California, as Document No. _____, which Covenant and Environmental Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's written consent, any Occupant may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with Paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (a) when delivered, if personally delivered to the person being served or an official of a government agency being served, or (b) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested, addressed:

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If To: "Covenantor"

Mr. Jeff J. Westbrook, Redevelopment Manager
Carson Redevelopment Agency
City of Carson
1 Civic Plaza Dr., Ste. 500
Carson, CA 90745

If To: "Board"

Regional Water Quality Control Board
Los Angeles Region
Attention: Executive Officer
320 W. 4th Street, Suite 200
Los Angeles, California 90013

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined by a court having jurisdiction to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Los Angeles within ten (10) days of the date of execution.


5.5 References. All references to Code sections include successor provisions.

5.6 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to preserve and implement the purpose of this instrument and the policies and purposes of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

[CONTINUED ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Carsön Redevelopment Agency
Print Name: Jerome G. Groomes
Signature: 
Title: Executive Director
Date: 9/14/10

CERTIFICATE OF ACKNOWLEDGMENT

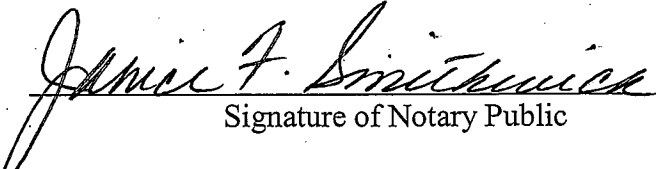
State of California

County of LOS ANGELES

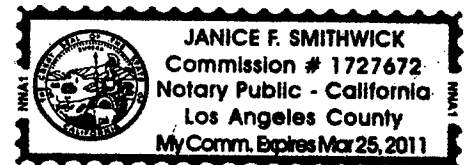
On SEPT. 14, 2010, 2010 before me, JANICE F. SMITHWICK, Notary Public, personally appeared JEROME G. GROOMES, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public

(Notary Seal)



California Regional Water Quality Control Board, Los Angeles Region

Print Name: Samuel Unger

Signature: Samuel Unger

Title: Executive Officer

Date: 9-16-10

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

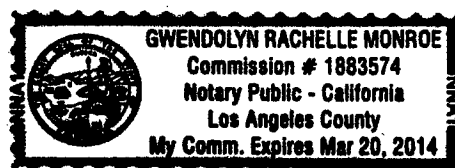
On September 16, 2010 before me, GWENDOLYN RACHELLE MONROE, Notary Public,

personally appeared Samuel Unger, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Gwendolyn Rachelle Monroe
Signature of Notary Public



(Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

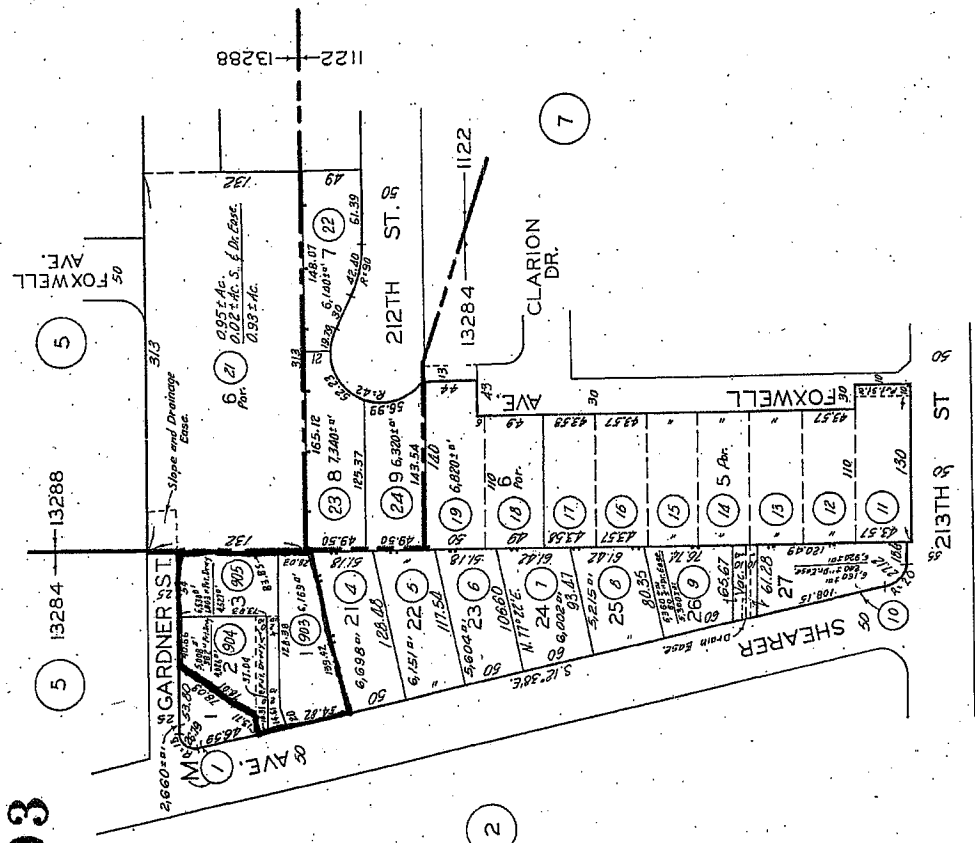
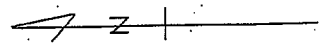
PARCELS 1, 2 AND 3, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 20380, FILED IN BOOK
227, PAGE 44 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.

Assessor's Parcel No: 7334-003-903, 904, 905

721020510
790399503
790627301
791722202
791722202
8211189
840112-84
8903902200401
900410500100-10
911161000003-10
021025

7334 3
SCALE 1" = 100'

2003



All 900 series parcels on this page are assessed to Carson Redevelopment Agency, unless otherwise noted.

PARCEL MAP	---	P.M. 227-44
TRACT NO. 3848		M.B. 42-68-69
TRACT NO. 8245		M.B. 93-36-38
TRACT NO. 8018		M.B. 165-30-31
TRACT NO. 31634		M.B. 895-44-45

CODE
13284
13288
1122

FOR PREV. ASSESSMENT SEE:
7334-3687.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

Exhibit B

Map of Extent of Remedial Excavation

